

March 10, 2020

Resolution 20-06

**Agenda Action Report**  
prepared for the  
**Cascade County Commission**

**ITEM:**

**Resolution 20-06  
Timothy Gene Quigg,  
Tort Claim for Damages**

**INITIATED BY:**

**Cascade County Attorney's Office**

**ACTION REQUESTED:**

**Denial of Resolution #20-06**

**PRESENTED BY:**

**Carey Ann Haight, Deputy**

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**SYNOPSIS:**

The Cascade County Attorney's Office is in receipt of a tort claim for damages presented by Montana State Inmate Timothy Gene Quigg. Inmate Quigg asserts that alleges that he was assaulted while detained in the Cascade County Region Prison on or about October - November, 2019, and as a result of the alleged assault sustained injury and property damage. Having made a review of the claim and in consultation with MACo's Senior Claims Adjuster, neither MACo nor the County Attorney's Office believe that liability is reasonably clear.

**RECOMMENDATION:**

Denial of Resolution 20-06.

**TWO MOTIONS PROVIDED FOR CONSIDERATION**

**MOTION TO DISAPPROVE:**

Mr. Chairman, I move the Cascade County Commission reject and deny the Tort Claim for Damages for an alleged assault on or about October-November, 2019, sought by Timothy Gene Quigg by **DISAPPROVING** Resolution 20-06.

**MOTION TO APPROVE:**

Mr. Chairman, I move the Cascade County Commission accept and approve the Tort Claim for Damages for an alleged assault on or about October-November, 2019, sought by Timothy Gene Quigg by **APPROVING** Resolution 20-06.

**BEFORE THE BOARD CASCADE COUNTY COMMISSIONERS**

**A RESOLUTION REJECTING AND DENYING  
THE TORT CLAIM FOR DAMAGES OF  
TIMOTHY GENE QUIGG**

**RESOLUTION 20-06**

**WHEREAS**, the Board of County Commissioners operates a Regional Adult Detention Center (ADC) which operates as a unit of the Montana State Prison; and

**WHEREAS**, Timothy Gene Quigg (Inmate Quigg) was detained as a prisoner and inmate of the State of Montana in the Regional Adult Detention Center on or about October - November, 2019; and

**WHEREAS**, Inmate Quigg asserts in that during October - November, 2019, while detained as a prisoner and inmate at the ADC that he was assaulted; and

**WHEREAS**, Inmate Quigg further asserts that during the alleged assault, he sustained personal injury and property damages; and

**WHEREAS**, Inmate Quigg has submitted a Tort Claim for Damages (Claim), which is attached and incorporated herein as Exhibit A, seeking compensation; and

**WHEREAS**, the Cascade County Attorney's Office in consultation with MACo's Senior Claims Adjuster have reviewed the Claim.

**NOW THEREFORE, BE IT RESOLVED** that the Board of County Commissioners finds that liability is not reasonable clear and **wholly rejects** and **denies** the Tort Claim for Damages brought by Timothy Gene Quigg, effective as of the date set forth below.

Passed and adopted this \_\_\_\_ day of \_\_\_\_\_, 2020.

BOARD OF COUNTY COMMISSIONERS  
CASCADE COUNTY, MONTANA

\_\_\_\_\_  
James L. Larson, Chairman

\_\_\_\_\_  
Jane Weber, Commissioner

\_\_\_\_\_  
Joe Briggs, Commissioner

**Attest**

On this \_\_\_\_ day of \_\_\_\_\_, 2020, I hereby attest the above-written signatures of the Board of Cascade County Commissioners.

\_\_\_\_\_  
Rina Fontana Moore, Cascade County Clerk and Recorder

\* APPROVED AS TO FORM:  
Josh Racki, County Attorney

\_\_\_\_\_  
DEPUTY COUNTY ATTORNEY

\* THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.



RECEIVED  
NOV 07 2019  
Risk Management &  
Tort Defense Division

To Whom It May Concern: 11-5-19

~~I am asking~~ TO  
File A CLAIM against Great Falls Regional Prison  
And The Department of Corrections For putting  
my Life in Danger. I've written two separate  
letters to Alex Rote AT The ACLU in Missoula  
asking for Help. I've been here AT GFRP Since  
10-15-19 on or About 10-20-19 I was placed  
on Cell Restriction For being in unauthorizd Area  
as well as fessault. I need not sign the Infraction  
And by Doc changing the Rules AT Random, chose  
to Find me Guilty of Both Infractions I was  
moved to Detention lock-up. Two days later  
Detention officers place an Inmate MAILAK  
in my cell with me. The very next day Inmate  
MAILAK Assaults me, I see The Medical Team  
Then Security places me in a Single Cell For a  
Couple of days Then move me BACK TO Lock-up.  
a Couple of more DAYS go by And Security  
places another Inmate in with me. Luckily  
I know this Inmate And He Does not Assault  
me.

I've put in A JSR to medical and Did A  
Informal on this Matter because my Eye Glasses  
were DAMAGED in the Assault. I've written  
to The CAPTAIN here, Doc HATTON, Case Manager Brown  
to keep me Seperate From other Inmates nothing  
is Being Done. I WANT TO File A LAWSUIT For  
This place putting me in HARMSWAY.

TIM QUINN #38408  
3800 LILM L. Frontex Rd

EMERGENCY	Staff Conduct	Medical	Do not write in this space Operational procedure	Standard	Not processed
Received by: _____		Date: _____		Gr. No.: _____	

STATE OF MONTANA DEPARTMENT OF CORRECTIONS  
MSP ☐ MWPP ☐ CONTRACT FACILITY: \_\_\_\_\_  
INMATE/OFFENDER GRIEVANCE FORM

Name: Quigg Tim Number: 38408 Housing: H-2 Date: 11-5-19

Description must include date and time incident occurred, attempts made to resolve, names of staff involved, description of any evidence, names of any witnesses. Name the person(s) you are grieving. WHAT did they do? WHEN did they do it? WHERE did this happen? & WHAT have you done so far to get the problem repaired?

I Have A Copy of Disciplinary Hearing Decision And it States That I Waive  
my Hearing And Appeal - I Don't Know How DOC gets Away with Doing The  
Things They Are Doing - There is Absolutely No Evidence in Finding me guilty  
of this Sanctions - Just because I Don't want to say any of your Infractions, Don't  
Make me Guilty. I've written ACLU now I'm contacting Tort Defense Division  
as well as Director of DOC, if I Have to will write The Governor as  
well as The Supreme Court - you place me in H Cell And keep me  
Separated From population However your quick to stick Another Inmate  
in my Cell while I'm in Detention I've been Assaulted once Already Since  
you Have Done This - Based on your Stupidity!

ACTION REQUESTED: I'm Requesting to Be sent Back to DIS? and to Be kept  
Single Cell status

INMATE SIGNATURE: \_\_\_\_\_

By my signature above, I waive confidentiality to any records necessary to investigate and resolve my complaint and certify the truth of all my statements herein.

RESPONSE: \_\_\_\_\_

RESPONDENT SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

You have the right to appeal this response to the next level

I acknowledge that I have received this response. I do / do not intend to appeal to the next level.

INMATE SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

YOUR APPEAL MUST BE SUBMITTED WITHIN FIVE WORKING DAYS OF RECEIPT OF THIS RESPONSE. Attach copies of all pertinent information and place in the grievance collection lock box.

GRIEVANCE RECORDS - WHITE

INMATE RESPONSE - CANARY

INMATE RECEIPT - PINK

Attachment C

MSP 3.3.3, Inmate Grievance Program

Implemented February 27, 2013



"In accordance with State law 53-1-502, MCA, I understand that if this visit meets offender health care co-payment criteria, my trust fund account will be charged a \$2.00 co-payment fee. I also understand that I will not be denied access to health care services due to an inability to pay this fee."

CASCADE COUNTY ADULT DETENTION/REGIONAL CORRECTIONAL FACILITY  
INMATE MEDICAL/MENTAL HEALTH REQUEST

TO: Medical

DATE: 11-5-19

NAME: Darius Tins

AO#: 38408

POD: A-2

SUBJECT: DESCRIBE YOUR HEALTH PROBLEM. (PLEASE PRINT)

I HAVE A HUMAN BURNING ON MY LEFT LEG FROM BURNING ASSHOLE  
MY TAILOR MALLER WHEN I WAS ON #1  
I ASK FOR THIS PLACE TO keep me separate  
FROM ALL THE INMATES WHO ARE HERE THEN THE STAFF  
CHOOSE TO LAUGH AT ME AND I HAVE ME THE / KEEP PUTTING  
INMATES IN WITH ME. COCKING ME HARD AND DANG  
THE CATCHER (HILL) IS ALSO FOR A RESPONSE FROM THEM

(DO NOT WRITE BELOW THIS LINE)

FOLD HERE

FOLD HERE

FOLD HERE

You have been scheduled for the following appointment:

\_\_\_ Clinic

\_\_\_ Dentist

\_\_\_ Optometrist (EYE)

\_\_\_ Other: \_\_\_\_\_

Response:

Staff Signature: \_\_\_\_\_

Date: \_\_\_\_\_

March 10, 2020

Contract 20-18

**Agenda Action Report**  
*Prepared for the*  
**Cascade County Commission**

**ITEM:** Cafeteria Plan Administrative Services Agreement

**INITIATED AND PRESENTED BY:** Jeff Mora, Human Resource Director

**ACTION REQUESTED:** Approval of Contract 20-18

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**BACKGROUND:**

Cascade County utilizes Bern & Pugh Inc of Great Falls to serve as the administrator of the County's Cafeteria Plan. The purpose of this agreement is to define the terms and conditions under which Cascade County and Bern & Pugh, Inc. shall operate. The total cost to the County is \$5.00/month for each enrolled employee in addition to an annual fee of \$50.00, paid in August.

**RECOMMENDATION:** Approval of Contract 20-18

**TWO MOTIONS PROVIDED FOR CONSIDERATION:**

**MOTION TO APPROVE:**

Mr. Chairman, I move that the Commission **APPROVE** Contract 20-18, an Agreement with Bern & Pugh, Inc. for administrative services of Cascade County's Cafeteria Plan.

**MOTION TO DISAPPROVE:**

Mr. Chairman, I move that the Commission **DISAPPROVE** Contract 20-18, an Agreement with Bern & Pugh, Inc. for administrative services of Cascade County's Cafeteria Plan.



**CAFETERIA PLAN ADMINISTRATIVE SERVICES AGREEMENT****I. Engagement**

**Cascade County Montana** (Plan) and **Cascade County Montana** (Plan Sponsor) (hereinafter collectively as "Client") have agreed to hire Bern & Pugh, Inc. of Great Falls, Montana (hereinafter "BPI"), to provide it with administrative service and support as indicated herein.

**II. Service and Fees**

The scope of services to be performed by BPI and the fees for those services are listed in the attached Coverage Information Report and Renewal ("CIRR"), which is attached hereto as Exhibit A and incorporated by reference herein. The parties hereto acknowledge that pursuant to the CIRR, Client shall be assessed a monthly fee in the amount of Five Dollars (\$5.00) per employee (a minimum of \$75 per month) and an annual fee of Fifty Dollars (\$50) which is payable in August of each plan year. The Plan Year shall follow the Client's fiscal year and run from July 1 to June 30.

Beginning on July 1, 2018, and for the Plan Years thereafter until this Agreement is otherwise terminated as provided for in Paragraph VI of this Agreement, BPI shall prepare forms and provide administrative services and support as provided for herein.

**III. Non-Fiduciary Status**

In performing the services specified herein, BPI acts solely as an agent of Client and, as such, acts solely at the direction of Client within the confines of applicable rules, practices, and procedures established by Client and is not acting as a fiduciary of the Plan, as defined under the Employee Retirement Income Security Act of 1974, as may be amended from time to time ("ERISA"). BPI is not acting, nor has BPI agreed to assume the duties of, a Plan Administrator (as such term is defined under ERISA). BPI has no discretion to interpret the Plan documents, to determine eligibility or participation of Plan participants under the Plan, or to take any other action with respect to the management or any other aspect of the Plan. BPI cannot and will not provide legal or tax advice to Client or the Plan. Client further acknowledges it has retained and will exercise sole and exclusive decision-making authority and responsibility related to the services provided herein and the administration of the Plan.

**IV. Client Responsibilities**

Client, as Plan Administrator, agrees to assume the following responsibilities:

a. **Plan Administration**. Client shall sponsor and maintain the Plan. The Plan, is in compliance, and shall stay in compliance, with all applicable requirements of the Internal Revenue Code of 1986, as may be amended from time to time, and ERISA. Client is the Plan fiduciary tasked with the control and management of the Plan, in accordance with the requirements set forth in ERISA.

b. Provide Accurate Data in a Timely Manner. Client agrees to provide to BPI all information that is necessary for BPI to carry out its duties related to the services provided herein. Client or Client's representatives shall provide true, correct and complete materials to BPI, at all times. BPI may rely on all information provided by Client or Client's representatives without independent verification or audit. Consequently, the accuracy of the documents and administrative services that BPI provides will be wholly dependent upon the accuracy of the information Client provides to BPI. Client shall promptly notify BPI, in writing, of any change in the information provided to BPI or upon discovery of any additional facts related to information previously provided to BPI. Client shall promptly provide any such additional information or copies of Plan documents to BPI upon its request. Additionally, BPI will not be responsible for reviewing any administrative reports prepared by prior third-party administrators. BPI assumes no liability for errors resulting from inaccurate or untimely data provided by Client or from inaccurate work performed by a prior third-party administrators.

c. Communication and Disclosure to Participants. Client is responsible to communicate and distribute all necessary information or notices to Client's Plan participants, including those that BPI provides to Client as a service under this Agreement.

d. Fund the Employee Benefit Plan. Money will be released to Plan participants as they present claims for reimbursement that are qualified under the Plan. In the event there is not adequate funding from the Client, claims not be paid until additional money is received from Client. BPI will notify Client of such deficiency and Client shall promptly remit the necessary funds to BPI.

V. Indemnification

Client agrees to release, indemnify, defend, and hold harmless BPI with regard to any taxes, penalties, claims, damages, losses or costs of any kind made or incurred by Client, any Plan fiduciary or administrator, or Plan participant, arising out of or relating to inaccurate data provided by Client to BPI, errors of or inaccurate data provided by any prior third party administrator, failure of Client to comply fully with the laws, regulations, or requirements imposed by any governmental body, or any act, error, or omission caused by Client, Plan fiduciary or administrator, or Plan participant. This indemnification obligation shall survive termination of this Agreement.

As well, BPI agrees to release, indemnify, defend, and hold harmless Client, its officials, employees, agents and assigns, with regard to any and all claims, damages, losses or costs of any kind made or incurred by BPI, its contractors, employees, agents, and assigns, arising out of or relating to inaccurate, improper, negligent or reckless handling, processing or payment of claims filed by Plan Participants for payment, failure of BPI to comply fully with the laws, regulations, or requirements imposed by any governmental body, or any act, error or omission caused by BPI, its contractors, employees, agents, and assigns. This indemnification obligation shall survive termination of this Agreement.



VI. Term of Agreement

This Agreement may be terminated for convenience by either party by providing no less than 60 days' written notice to the non-terminating party. In the event of termination, Client shall promptly pay to BPI all outstanding fees due and owing. In the event of termination, BPI will continue to handle all outstanding claims of Client's participating employees during this termination period. Client will be responsible for compensating BPI its monthly fee during the termination period. During the termination period, benefit cards issued to Plan Participants will be cancelled; Plan Participants will be required to submit manual claims for reimbursement. Upon the termination date, all Plan Participant funds held by BPI will be surrendered to Client with an accurate accounting to Client of each Plan Participant fund expenditures.

VII. Notices

Any notice or other communication required or permitted under this Agreement shall be in writing and delivered by one of the following methods: (i) personal delivery, (ii) deposited in the United States mail, certified or registered, return receipt requested, addressed as set forth below, or (iii) delivered to a private delivery service, such as Federal Express, addressed as set forth below:

**TO CLIENT**

Jeff Mora/HR Director  
Cascade County  
325 2nd Avenue North #108  
Great Falls MT 59401

**TO BPI**

Bern & Pugh, Inc.  
1 Fifth Street North  
Great Falls, MT 59401

Notice shall be deemed to be given upon the date of delivery in person or by private delivery service, or, if mailed, upon the earlier of receipt or three days from the date of postmark. Any party may change its address by giving written notice of the change to the other parties in the manner provided in this section.

VIII. Attorneys' Fees

In the event of a dispute arising hereunder, the parties shall bear their own attorney's fees, costs, disbursements, and all other expenses incurred in connection with the resolution of the dispute or in connection with the enforcement of this Agreement.

IX. Captions & Headings

The headings and captions in this Agreement are for convenience of reference only and shall not affect the meaning, substance or construction of any of the provisions or terms of this Agreement.

X. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to its subject matter and may only be modified, amended, or restated in writing signed by all the parties.

XI. Governing Law

In the event a dispute arises under this Agreement, the dispute shall be governed and determined by the laws of the State of Montana in effect at the time of this Agreement.

XII. Survival

The indemnification contained in Section V shall survive the termination of this Agreement.

XIII. Third-Party Beneficiary

Nothing in this Agreement shall create or give rise to any third-party beneficiary rights for any individual, as a result of the terms and provisions of this Agreement.

DATED this 17th day of April, 2019

Bern & Pugh, Inc.

By: \_\_\_\_\_



Its: \_\_\_\_\_

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_\_

\_\_\_\_\_  
Cascade County Montana  
(Plan Sponsor)

By: \_\_\_\_\_

Title: \_\_\_\_\_



**COVERAGE INFORMATION REPORT AND RENEWAL**  
**SECTION 125 PLANS**  
*Due by Beginning of Plan Year*

Name of Group: Cascade County

Group Number: CCMT501 Current Enrollment:            Premium Only  
Reimbursement Account

Address: 325 2<sup>nd</sup> Avenue North #108 Employer Tax ID: 81-6000012  
Great Falls, MT 59401 Contact Person: Jeff Mora  
Phone Number: 406.454.6740  
Fax Number: 406.454.6772  
Email Address: jmora@cascadecountymt.gov

Plan Year: From: 07/01/2019 To: 06/30/2020

**BENEFIT TYPES**

- ☒ Group Medical Premiums/Disability Premiums
- ☒ Health Savings Account
- ☒ FSA Medical Reimbursement
- ☒ Dependent Care
- ☒ Life
- ☒ Fees
- ☒ AFLAC
- ☒ Other Dental & Vision Premiums

**BENEFIT LIMITS**

\$		Employee Portion
\$	3,500.00	Individual (Maximum)
\$	7,000.00	Family (Maximum)
\$	2,700.00	
\$	5,000.00	
\$	50,000	Volume
\$	5.00 per person	/Per Month (Min. \$75.00)
\$		
\$		Employee Portion

\$500.00 Rollover

Debit Card

Set Up Fee: \$ N/A

Monthly Fee \$ 5.00

Annual Fee \$ 50.00

Special Notes

☒ Yes

☒ Yes

Paid By: ☐ Employee

Paid By: ☐ Employee

Paid By: ☐ Employee

☐ No

☐ No

☒ Employer

☒ Employer

☒ Employer



Bern & Pugh, Inc.

Employer Signature

April 17, 2019

Date

Date

**March 10, 2020**

**Contract 20-19**

**Agenda Action Report**  
*Prepared for the*  
**Cascade County Commission**

**ITEM:** **Memorandum of Agreement between  
Cascade County & FEMA: IPAWS**

**INITIATED & PRESENTED BY:** **Captain Scott Van Dyken  
Interim DES Coordinator**

**ACTION REQUESTED:** **Approval of Contract 20-19**

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**BACKGROUND:**

The purpose of this MOA is to establish a management agreement between Cascade County and FEMA regarding the Integrated Public Alert and Warning System (IPAWS). This will establish and utilize a standard web-based application interface between IT systems to facilitate the exchange of emergency messages within the production environment.

**TERM:** The effective date is date of last signature. 3-year term or upon expiration of IPAWS (whichever comes first)

**AMOUNT:** Integrates with Code Red which the County contributes.

**RECOMMENDATION:** Approval of Contract 20-19

**TWO MOTIONS PROVIDED FOR CONSIDERATION:**

**MOTION TO APPROVE:**

Mr. Chairman, I move that the Commission **APPROVE** Contract 20-19, MOA Cascade County & FEMA: IPAWS.

**MOTION TO DISAPPROVE:**

Mr. Chairman, I move that the Commission **DISAPPROVE** Contract 20-19, MOA Cascade County & FEMA: IPAWS.



**Memorandum of Agreement  
between the  
Cascade County  
and the**



**Federal Emergency Management Agency  
Integrated Public Alert and Warning System  
(IPAWS) Program Management Office**

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**Regarding the use of:  
Cascade County  
Interoperable System(s)  
and  
IPAWS OPEN Platform for Emergency Networks  
(IPAWS-OPEN)**

Version 4.2

18 Feb 2020

**WARNING:** This document is FOR OFFICIAL USE ONLY (FOUO). It contains information that may be exempt from public release under the Freedom of Information Act (5 U.S.C. 552). It is to be controlled, stored, handled, transmitted, distributed, and disposed of in accordance with DHS policy relating to FOUO information and is not to be released to the public or other personnel who do not have a valid "need-to-know" without prior approval of the FEMA Integrated Public and Warning System and the FEMA Disclosure Offices.

## MEMORANDUM OF AGREEMENT

### 1.0 SUPERSEDES: MT Cascade County\_MOA-1

### 2.0 INTRODUCTION

The purpose of this memorandum is to establish a management agreement between the Cascade County hereinafter referred to as the Collaborative Operating Group (COG), and the Federal Emergency Management Agency (FEMA) IPAWS Program regarding the utilization and security of Cascade County Interoperable System(s) (as shown in Appendix A), which interoperate with the IPAWS-Open Platform for Emergency Networks (IPAWS-OPEN). The expected benefit is to enable information interoperability across emergency response organizations and systems as intended by the FEMA IPAWS Program.

This agreement will govern the relationship between the Collaborative Operating Group and FEMA, including designated managerial and technical staff and system users associated with the aforementioned COG. As indicated within the terms of this agreement, both parties agree to allow system interoperability through the use of SOAP over HTTPS via the public internet. Under this agreement, no direct or networked connection using VPN (or equivalent technology) between the systems named in Appendix A and IPAWS-OPEN is allowed. In the event a direct connection is required, an Interconnection Security Agreement must be executed.

### 3.0 AUTHORITY

The authority for this agreement is based on the Communications Act of 1934, as amended (47 U.S.C § 606) and the implementation of regulation 47 C.F.R § 11 which establishes the statutory basis under which the FEMA IPAWS Program operates emergency alerting systems. In addition, Executive Order 13407 of June 26, 2006, Public Alert and Warning System Executive Order states, "It is the policy of the United States to have an effective, reliable, integrated, flexible, and comprehensive system to alert and warn the American people...establish or adopt, as appropriate, common alerting and warning protocols, standards, terminology, and operating procedures for the public alert and warning system to enable interoperability and the secure delivery of coordinated messages to the American people". In response, FEMA established the IPAWS Program Management Office (PMO) in April 2007.

### 4.0 BACKGROUND

It is the intent of both parties to this agreement to establish and utilize a standardized web based application interface (as defined by the IPAWS-OPEN Web Service Interface Design Guidance) between the information technology (IT) systems shown below to facilitate the exchange of emergency messages within the production environment. The testing of the interoperability of these systems has been performed through the use of FEMA's Test and Development environment to ensure the transference and receipt of emergency messages using approved messaging standards. The interoperability between these systems is supported by the use of SOAP over HTTPS via the public internet.

### 5.0 COMMUNICATIONS

Frequent formal communications are essential to ensure the successful management and operation of system interoperability. Both parties agree to maintain open lines of communication between designated staff (as indicated in Appendix B) at both the managerial and technical levels. All communications described herein must be conducted in writing and may be disseminated by electronic means unless otherwise noted.

The owners of the respective systems agree to designate and provide contact information for technical leads for their respective systems, and to facilitate direct contacts between technical leads to support the management and operation of system interoperability. To safeguard the confidentiality, integrity, and availability of the systems and the data they store, process, and transmit, both parties agree to provide notice of specific events within the timeframes indicated below:

- **Security Incidents:** Technical, administrative and/or help desk staff will immediately notify their designated counterparts by telephone or e-mail when a security incident(s) is detected and/or a violation of the Rules of Behavior (see Appendix C) has been identified. Both parties agree to make the appropriate technical and administrative individuals available for all necessary inquiries and/or investigations. Containment and/or



resolution procedures will be documented by the identifying party and after action reports generated and submitted to the system owner and/or designated security officials within five (5) business days after detection of the incident(s).

- **Disasters and Other Contingencies:** The FEMA IPAWS Program Office will notify the COG by telephone, e-mail or other acceptable means in the event of a disaster or other contingency that disrupts the normal operation of IPAWS-OPEN.
- **System Interconnections:** This MOA is intended for systems interoperating with IPAWS-OPEN using SOAP over HTTPS via the public Internet. If in the future, an interconnection (i.e. dedicated system-to-system connection) is required to IPAWS-OPEN, this MOA must be updated and an Interconnection Security Agreement (ISA) must be executed. If a change in status from interoperating to interconnected system is required, the initiating party will notify the other party at least 3 months before the planned interconnection is to be in place.
- **Discontinuation of Use:** In the event the use of IPAWS-OPEN is no longer required, the COG agrees to immediately notify, in writing, the FEMA IPAWS Program Office at which time the COGID and associated access credentials will be deactivated.
- **Personnel Changes:** Both parties agree to provide notification of changes to their respective system owner or technical lead. In addition, both parties will provide notification of any changes in the point of contact information provided in Appendix B. All relevant personnel changes and changes to contact information must be provided within 5 business days of the change.

#### 6.0 TYPE OF INTERCONNECTIVITY

Both parties agree that the COG will utilize only the assigned COGID, associated credentials and digital certificates provided by the FEMA IPAWS Program Office to support interoperability between the system(s) listed in Appendix A and IPAWS-OPEN. In addition, all interoperable systems must be configured to interface with IPAWS-OPEN over the public Internet using only approved web service standards and associated requirements. A listing of approved web service standards and supporting requirements can be obtained from the IPAWS-OPEN Web Service Interface Design Guidance document.

In the event, a dedicated connection is required, both parties will agree to negotiate and execute an Interconnection Security Agreement (ISA) as required per Department of Homeland Security (DHS) policy which must be signed by all required parties before the interconnection is activated. Proposed changes to either system that affect system interoperability will be reviewed and evaluated to determine the potential impact. If the proposed changes impact the agreed upon terms, the MOA will be renegotiated and executed before changes are implemented.

#### 7.0 SECURITY

To ensure the joint security of the systems and the message data they store, process, and transmit, both parties agree to adhere to and enforce the Rules of Behavior (as specified in Appendix C). In addition, both parties agree to the following:

- Ensure authorized users accessing the interoperable system(s) receive, agree to abide by and sign (electronically or in paper form) the IPAWS-OPEN Rules of Behavior as specified in Appendix C. Each jurisdiction is responsible for keeping the signed Rules of Behavior on file or stored electronically for each system user.
- Utilize FEMA approved PKI certificates to digitally sign messages as they are transported over the public Internet.
- Certify that its respective system is designed, managed and operated in compliance with all relevant federal laws, regulations, and policies.
- Document and maintain jurisdictional and/or system specific security policies and procedures and produce such documentation in response to official inquiries and/or requests.

- Provide physical security and system environmental safeguards for devices supporting system interoperability with IPAWS-OPEN.
- Ensure physical and logical access to the respective systems as well as knowledge of the COGID and associated access criteria are only granted to properly vetted and approved entities or individuals.
- Where applicable, ensure that only individuals who have successfully completed FEMA-required training can utilize the interoperable systems to issue alerts and warnings intended for distribution to the public.
- Where applicable, document and maintain records of successful completion of FEMA-required training and produce such documentation in response to official inquiries and/or requests.

## **8.0 PROFICIENCY DEMONSTRATION**

Once enabled, each COG operating under this agreement must demonstrate their ability to compose and send a message through the IPAWS-OPEN system at regular intervals. Such demonstration must be performed on a monthly basis through generation of a message successfully sent through the IPAWS-OPEN Training and Demonstration environment.

## **9.0 ASSOCIATED SOFTWARE REQUIREMENTS**

The COG will need to select a software package which will allow the COG to properly populate a Common Alerting Protocol (CAP) message which complies with both the *OASIS Common Alerting Protocol Version 1.2* and the *OASIS Common Alerting Protocol, v. 1.2 USA Integrated Public Alert and Warning System Profile Version 1.0*. With respect to the software and the software vendor selected FEMA expects the selected software to provide the following minimum critical capabilities and services:

- Permissions:
  - The ability to assign and manage user permissions; and
  - The ability to retrieve and view IPAWS Alerting Permissions
- Proficiency:
  - The provision of vendor support, to include user training, and around the clock technical support; and
  - The ability to submit both live and test digital certificates, with clear, easily identifiable information that indicates the environment to which the software is pointed (Live or Test)
- User Interface:
  - The provision of an intuitive user interface, to include help menus; and
  - The ability to notify the user of digital certificate expiration; and
  - The ability to constrain event types and geocodes to user permissions; and
  - The ability to send one alert to multiple channels; and
  - The provision of displays that show required fields based on selected channel; and
  - The ability to pre-populate fields to the greatest extent possible; and
  - The ability to support templates; and
  - The ability to create a polygon or circle, of less than 100 nodes; and
  - The ability to update or cancel an alert, without having to reenter all of the data; and
  - The ability to alert the end user if a software license has expired; and
  - Clear explanations if alert information is case sensitive when entered
- Confirmation and Error Checking:
  - The ability to pre-check an alert message for errors, prior to sending; and
  - The ability to create free-form 90-character WEA text, while preventing prohibited characters; and



FOR OFFICIAL USE ONLY // CONTROLLED UNCLASSIFIED INFORMATION

- The provision to IPAWS of alert status codes for any sent alert, with a clear definition of whether the codes are advice codes or error codes, along with the meaning of those codes; and
- The provision of user confirmation of connectivity to IPAWS; and
- The ability for users to see alert history and/or logs

#### **10.0 COST CONSIDERATIONS**

This agreement does not authorize financial expenditures by the COG on behalf of FEMA. The FEMA IPAWS Program is responsible for the costs associated with developing, operating and maintaining the availability of the IPAWS-OPEN system. The COG is responsible for all costs related to providing their users with access to IPAWS-OPEN via the public Internet. These costs may include hardware, software, monthly Internet charges, completion of security awareness training and other related jurisdictional costs.

#### **11.0 PROPERTY OWNERSHIP**

Each Party agrees and acknowledges that nothing in this Agreement shall be construed as giving a party any proprietary rights in or to the intellectual property of the other party. Each Party further agrees that nothing in this Agreement shall be construed as creating or granting to a party any implied or express license in or to the intellectual property of the other party.

#### **12.0 TIMELINE**

This agreement will remain in effect based on the life of the Authority to Operate (ATO) for IPAWS-OPEN or a maximum of three (3) years after the last date on either signature in the signature block below. Upon expiration of the IPAWS-OPEN ATO or after three (3) years (whichever comes first), this agreement will expire without further action and system access privileges will be revoked. If the parties wish to extend this agreement, they may do so by reviewing, updating, and reauthorizing this agreement. This agreement supersedes all earlier agreements, which should be referenced above by title and date. If one or both of the parties wish to terminate this agreement prematurely, they may do so upon 30 days' advanced notice or in the event of a security incident that necessitates an immediate response. This agreement may be suspended by FEMA for failure to perform the Proficiency Demonstration for two consecutive months. A suspended COG may be reinstated upon a completion of a successful Proficiency Demonstration.



**SIGNATORY AUTHORITY**

I agree to the terms of this Memorandum of Agreement. Noncompliance on the part of either organization or its users or contractors concerning the policies, standards, and procedures explained herein may result in the immediate termination of this agreement.

**Cascade County Official**  
**Name: James L. Larson**  
**Title: Chairman**

**Federal Emergency Management Agency**  
**IPAWS-OPEN System Owner**  
**Name: Mark A. Lucero**  
**Title: Chief, IPAWS Engineering**

---

(Signature \_\_\_\_\_ Date) \_\_\_\_\_  
**Cascade County**  
**325 2nd Ave N**  
**Great Falls, MT, 59401**

---

(Signature \_\_\_\_\_ Date) \_\_\_\_\_  
**Attn: IPAWS-OPEN System Owner, Suite 5NW-0309**  
**Federal Emergency Management Agency**  
**500 C Street SW**  
**Washington, D.C. 20472-3153**

## Appendix A

### Listing of Interoperable Systems

The FEMA IPAWS Program recognizes that Emergency Management organizations may utilize multiple tools to facilitate the emergency management process. As a result, jurisdictions may need to interoperate with IPAWS-OPEN using more than one system. In order to comply with DHS policy, all systems interoperating with IPAWS-OPEN must be documented and supported by a Memorandum of Agreement. As a result this appendix must be completed to identify all systems associated with the COG and used for interoperating with IPAWS-OPEN. This Appendix must be amended as applicable systems are added or removed from operations.

- **IPAWS-OPEN**

Function:	IPAWS-OPEN is the backbone system that structures the alert and distributes the message from one interoperating and/or interconnected system (message sender) to another interoperating and/or interconnected system (message recipient).
Location:	Bluemont, VA; Clarksville, VA
Description of data, including sensitivity or classification level:	Messaging data is considered Sensitive But Unclassified (SBU) information and does not contain Personally Identifiable Information (PII), Financial data, Law Enforcement Sensitive Information or classified information. Each message that flows through the IPAWS-OPEN system will be associated to a specifically assigned system User ID and COGID as captured within the message elements. This information will be retained in system logs.

The systems listed below are managed and operated by the COG and are subject to the terms defined within the Memorandum of Agreement including the Rules of Behavior in Appendix C. Each interoperable system will be assigned unique authentication credentials, which must be protected by the COG. In the event these credentials are compromised, the COG is expected to immediately contact the FEMA IPAWS Program Management Office. The systems listed below are only allowed to interoperate with IPAWS-OPEN based on the criteria set forth within the IPAWS-OPEN Web Service Interface Design Guidance.

- **CodeRED**

Function:	High speed, high volume mass emergency notification service
Location:	Atlanta, GA; Dallas, TX; Las Vegas, NV;
Description of data, including sensitivity or classification level:	COTS FOUO Data is comprised of non-classified personal information of individuals which may include any combination of name, physical address, phone numbers and email address



## **Appendix B**

### **COG Point of Contact Information**

**Designated COG Primary Point of Contact:**

**Name:** Scott VanDyken

**Title:** Captain of Operations

**Business Email Address:** svandyken@cascadecountymt.gov

**Primary Phone Number:** 406-454-6833

**Alternate Phone Number:**

**Organization:** Cascade County Sheriff's Office

**Mailing Address:** 3800 Ulm N. Frontage Rd., Great Falls, MT, 59404

**Designated Alternate Point of Contact:**

**Name:** Tanya Harshaw

**Title:** Administrative Assistant

**Business Email Address:** tharshaw@cascadecountymt.gov

**Primary Phone Number:** 406-454-6900

**Alternate Phone Number:**

**Organization:** Cascade County Disaster & Emergency Services

**Mailing Address:** 521 1st Ave NW, Great Falls, MT, 59404

**Designated Technical Point of Contact:**

**Name:** Sean Higginbotham

**Title:** IT Director

**Business Email Address:** shigginbotham@cascadecountymt.gov

**Primary Phone Number:** 406-454-6794

**Alternate Phone Number:**

**Organization:** Cascade County

**Mailing Address:** 325 2nd Ave N, Great Falls, MT, 59401

**FEMA: Integrated Public Alert and Warning System  
Open Platform for Emergency Networks (IPAWS-OPEN)**

Contact Name	Contact Number	Email Address	Summary of System Responsibilities
Lytwaive Hutchinson	202-212-2480	lytwaive.hutchinson@fema.dhs.gov	Chief Information Officer, FEMA
Togai Andrews	202-212-7332	togai.andrews@fema.dhs.gov	Chief Information Security Officer
Mark Lucero	202-646-1386	mark.lucero@fema.dhs.gov	System Owner
Gary Ham	703-899-6241	gary.ham@associates.fema.dhs.gov	FEMA PMO - IPAWS-OPEN
Gustavo Barbet	202-212-3586	gustavo.barbet@associates.fema.dhs.gov	FEMA ISSO - IPAWS-OPEN
Neil Bourgeois	703-732-6331	neil.bourgeois@associates.fema.dhs.gov	FEMA-EADIS IPAWS-OPEN Tech Lead



## Appendix C

### IPAWS-OPEN Rules of Behavior

#### 1.0 INTRODUCTION

The following rules of behavior apply to all persons with application access to Cascade County Interoperable System(s) and/or who have been issued a COGID with associated credentials for IPAWS-OPEN. These individuals shall be held accountable for their actions related to the information resources entrusted to them and must comply with the following rules or risk losing their access privileges. The Rules of Behavior apply to users on official travel as well as at their primary workplace (e.g., Emergency Operations Center – EOC) and at any alternative workplace (e.g., telecommuting from a remote or satellite site) using any electronic device including laptop computers and portable electronic devices (PED's). PED's include personal digital assistants (PDA's) (e.g. Palm Pilots), cell phones, text messaging systems (e.g., Blackberry), and plug-in and wireless peripherals that employ removable media (e.g. CDs, DVDs, etc.). PEDs also encompass USB flash memory (thumb) drives, external drives, and diskettes. These Rules of Behavior are consistent with existing DHS policies and DHS Information Technology (IT) Security directives and are intended to enhance the awareness of each user's responsibilities regarding accessing, storing, receiving and/or transmitting information using IPAWS-OPEN.

#### 2.0 APPLICATION RULES

##### 2.1 Official Use

- IPAWS-OPEN is a Federal application to be used only in the performance of the user's official duties in support of public safety as described in the National Incident Management System (NIMS).
- The use of the IPAWS-OPEN for unauthorized activities is prohibited and could result in verbal or written warning, loss of access rights, and/or criminal or civil prosecution.
- By utilizing IPAWS-OPEN, the user of the interoperable system(s) consents to allow system monitoring to ensure appropriate usage for public safety is being observed.
- Cascade County will be held accountable for safeguarding all configuration items and information entrusted to them by FEMA. Cascade County is expected to manage the relationship with supporting vendors, consultants and any other entities providing system support on their behalf. In addition, Cascade County will be held accountable in the event of a security breach or disclosure of sensitive configuration information such as digital certificates. Cascade County understands that the use of digital signatures, used on their behalf, is binding and Cascade County will be held accountable accordingly. In the event sensitive information is mishandled, utilization of IPAWS-OPEN may be immediately revoked by FEMA.
- If software interoperating with IPAWS-OPEN enables users to geo-target public alert messages by means of geospatial polygons or circles, then the user shall restrict any such geospatial boundaries so as to remain within the geographical limits of their public warning authority (or as near as possible), as determined by applicable state and/or local laws and duly adopted operational plans.

##### 2.2 Access Security

- All Email addresses provided in connection with interoperable system(s) user accounts must be associated to an approved email account assigned by the user's emergency management organization. The use of personal email accounts to support emergency messaging through IPAWS-OPEN is prohibited.
- Upon approval of the MOA by FEMA, a COG account with COGID and Digital Certificate will be created and issued to the designated technical representative. All individuals with knowledge of these credentials must not share or alter these authentication mechanisms without explicit approval from the FEMA IPAWS Program.

- Every interoperable system user is responsible for remote access security as it relates to their use of IPAWS-OPEN and shall abide by these Rules of Behavior.

### **2.3 Interoperable System User Accounts and Passwords**

- All users must have a discrete user account ID which cannot be the user's social security number. To protect against unauthorized access, passwords linked to the user ID are used to identify and authenticate authorized users.
- Accounts and passwords shall not be transferred or shared. The sharing of both a user ID and associated password with anyone (including administrators) is prohibited.
- Accounts and passwords shall be protected from disclosure and writing passwords down or electronically storing them on a medium that is accessible by others is prohibited.
- The selection of passwords must be complex and shall:
  - Be at least eight characters in length
  - Contain a combination of alphabetic, numeric and special characters
  - Not the same as any of the user's previous 8 passwords.
- Passwords shall not contain any dictionary word.
- Passwords shall not contain any proper noun or the name of any person, pet, child, or fictional character. Passwords shall not contain any employee serial number, Social Security number, birth date, phone number, or any information that could be readily guessed about the creator of the password.
- Passwords shall not contain any simple pattern of letters or numbers, such as "qwerty" or "xyz123".
- Passwords shall not be any word, noun, or name spelled backwards or with a single digit appended, or with a two-digit "year" string, such as 98xyz123.
- Pass phrases, if used in addition to or instead of passwords, should follow the same guidelines.
- Passwords shall not be the same as the User ID.
- Users shall either log off or lock their workstations when unattended.
- Workstations shall be configured to either log off, or activate a password-protected lock, or password-protected screensaver within fifteen (15) minutes of user inactivity.
- Locked sessions shall remain locked until the user re-authenticates.
- Workstations shall be protected from theft.
- A user's account shall be automatically locked after three consecutive failed logon attempts.
- The automatic lockout period for accounts locked due to failed login attempts shall be set for a minimum of twenty (20) minutes.
- A process shall exist for manually unlocking accounts prior to the expiration of the twenty (20) minute period, after sufficient user identification is established.
- Sessions shall automatically be terminated after sixty (60) minutes of inactivity.
- Users are required to change their passwords at least once every 90 days.



- Passwords must be promptly changed whenever a compromise of a password is known or suspected.

#### **2.4 Integrity Controls & Data Protection**

- All computer workstations accessing IPAWS-OPEN must be protected by up-to-date anti-virus software. Virus scans must be performed on a periodic basis and when notified by the anti-virus software.
- Users accessing interoperable system(s) to utilize IPAWS-OPEN must:
  - Physically protect computing devices such as laptops, PEDs, blackberry devices, smartphones, etc;
  - Protect sensitive data sent to or received from IPAWS-OPEN;
  - Not use peer-to-peer (P2P) file sharing, which can provide a mechanism for the spreading of viruses and put sensitive information at risk;
  - Not program computing devices with automatic sign-on sequences, passwords or access credentials when utilizing IPAWS-OPEN.

Users may not provide personal or official IPAWS-OPEN information solicited by e-mail. If e-mail messages are received from any source requesting personal information or asking to verify accounts or other authentication credentials, immediately report this and provide the questionable e-mail to the Local System Administrator and/or the Cascade County Help Desk.

- Only devices officially issued through or approved by DHS, FEMA and/or approved emergency management organizations are authorized for use to interoperate with IPAWS-OPEN and use of personal devices to access and/or store IPAWS-OPEN data and information is prohibited.
- If a Blackberry, smartphone or other PED is used to access the interoperable system(s) to utilize IPAWS-OPEN, the device must be password protected and configured to timeout or lock after 10 minutes of inactivity.
- If sensitive information is processed, stored, or transmitted on wireless devices, it must be encrypted using approved encryption methods.

#### **2.5 System Access Agreement**

- I understand that I am given access to the interoperable system(s) and IPAWS-OPEN to perform my official duties.
- I will not attempt to access data, information or applications I am not authorized to access nor bypass access control measures.
- I will not provide or knowingly allow other individuals to use my account credentials to access the interoperable system(s) and IPAWS-OPEN.
- To prevent and deter others from gaining unauthorized access to sensitive resources, I will log off or lock my computer workstation or will use a password-protected screensaver whenever I step away from my work area, even for a short time and I will log off when I leave for the day.
- To prevent others from obtaining my password via "shoulder surfing", I will shield my keyboard from view as I enter my password.
- I will not engage in, encourage, or conceal any hacking or cracking, denial of service, unauthorized tampering, or unauthorized attempted use of (or deliberate disruption of) any data or component within the interoperable system(s) and IPAWS-OPEN.
- I agree to inform my Local System Administrator when access to the interoperable system(s) and/or



IPAWS-OPEN is no longer required.

- I agree that I have completed Computer Security Awareness training as may be required by my jurisdiction prior to my initial access to the interoperable system(s) and IPAWS-OPEN and that as long as I have continued access, I will complete Computer Security Awareness training on an annual basis. If my jurisdiction does not provide Computer Security Awareness training, I will complete the FEMA self-study course *IS-906: Workplace Security Awareness* (<https://training.fema.gov/is/courseoverview.aspx?code=IS-906>) on an annual basis.

## 2.6 Accountability


- I understand that I have no expectation of privacy while using any services or programs interoperating with IPAWS-OPEN.
- I understand that I will be held accountable for my actions while accessing and using interoperable system(s) and IPAWS-OPEN, including any other connected systems and IT resources.
- I understand it is my responsibility to protect sensitive information from disclosure to unauthorized persons or groups.
- I understand that I must comply with all software copyrights and licenses pertaining to the use of IPAWS-OPEN.

## 2.7 Incident Reporting

- I will promptly report IT security incidents, or any incidents of suspected fraud, waste or misuse of systems to the Local System Administrator and/or the Cascade County Help Desk.

## 3.0 IPAWS-OPEN Rules of Behavior Statement of Acknowledgement

*I have read and agree to comply with the requirements of these Rules of Behavior. I understand that the terms of this agreement are a condition of my initial and continued access to Cascade County Interoperable System(s) and IPAWS-OPEN and related services and that if I fail to abide by the terms of these Rules of Behavior, my access to any and all IPAWS-OPEN information systems may be terminated and I may be subject to criminal or civil prosecution. I have read and presently understand the above conditions and restrictions concerning my access.*

Printed Name (as listed in Appendix B): CAPT. SCOTT VAN DYKEN  
Signature:  Date: 02-25-20

**Contract #20-**

**BOARD OF COUNTY COMMISSIONERS  
CASCADE COUNTY, MONTANA**

\_\_\_\_\_  
**James L. Larson, Chairman**

\_\_\_\_\_  
**Jane Weber, Commissioner**

\_\_\_\_\_  
**Joe Briggs, Commissioner**

**Passed and adopted at Commission Meeting held on this 10th day of March 2020.**

**Attest**

**On this 10th day of March 2020, I hereby attest the above-written signatures of James L. Larson, Jane Weber and Joe Briggs, Cascade County Commissioners.**

\_\_\_\_\_  
**RINA FONTANA MOORE, CASCADE COUNTY CLERK AND RECORDER**

**\* APPROVED AS TO FORM:  
Josh Racki, County Attorney**

\_\_\_\_\_  
**DEPUTY COUNTY ATTORNEY**

**\* THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.**

**March 10, 2020**

**Contract 20-21**

**Agenda Action Report**  
*Prepared for the*  
**Cascade County Commission**

<b>ITEM:</b>	<u><b>310 Permit CA-23-19AP</b></u> <b>Brinkman/Sun River</b>
<b>INITIATED BY:</b>	<b>Ronald Brinkman, Applicant</b>
<b>PRESENTED BY:</b>	<b>Tenlee Atchison, Cascade Conservation District</b>
<b>ACTION REQUIRED:</b>	<b>Approval of Contract 20-21</b>

---

**BACKGROUND:**

Application is for a boat dock on the Sun River. The dock is an L shaped dock extending 15' into the stream. The dock is anchored with 2" steel posts. There is a ramp that extends from the bank to the dock. The bank is undisturbed and remains in its natural state. The bank gradually slopes up 4'.

**EFFECTIVE:** March 10, 2020 – March 10, 2023

**RECOMMENDATION:** Approve Contract 20-21, 310 Permit CA-23-19AP.

**TWO MOTIONS PROVIDED FOR CONSIDERATION:**

**MOTION TO APPROVE:**

Mr. Chairman, I move that the Commission **APPROVE** Contract 20-21, 310 Permit CA-23-19AP as a five-year annual plan of operation for the use of a boat dock on the Sun River.

**MOTION TO DISAPPROVE:**

Mr. Chairman, I move that the Commission **DISAPPROVE** Contract 20-21, 310 Permit CA-23-19AP as a five-year annual plan of operation for the use of a boat dock on the Sun River.



# 310 PERMIT CONSERVATION DISTRICT'S DECISION

 APPLICATION NO. CA-23-19AP  
 DECISION DATE \_\_\_\_\_

**Notice: THIS AUTHORIZATION DOES NOT GIVE PERMISSION TO CARRY OUT A PROJECT ON LAND THAT IS NOT OWNED BY THE HOLDER OF THIS PERMIT. Landowner permission, easements or other federal, state, or local permits, licenses, special use permits, or authorizations may be required before construction of the project. It is the duty of the holder of this permit to determine which are necessary and obtain them prior to construction of the project.**

Name of Applicant RONALD BRINKMANAddress 310 10<sup>TH</sup> AVE SW City GREAT FALLS State MT Zip 59404Perennial Stream SUN RIVER Legal S11, T20N, R03E County CASCADE
 Supervisors' Decision (circle):      Approved      Approved w/ Modification      Denied      Not a Project  
 Explanation:

☐ See attached (if more room is necessary)

**SEE REVERSE SIDE OF THIS FORM FOR FURTHER EXPLANATION, DRAWINGS OR OTHER PERTINENT INFORMATION.**

**Cascade Conservation District – 12 Third Street NW – Suite 300 - Great Falls, MT 59404 – (406) 770-4308**

Permit Expiration Date \_\_\_\_\_ Work may begin on or after: \_\_\_\_\_

Date Transmitted to Applicant and DFWP \_\_\_\_\_

Supervisors' Signatures:

 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

## TO BE COMPLETED BY THE APPLICANT

Check the appropriate box, sign and return a copy to the district office **within 15 days** of receipt of this permit.

☐ I agree to proceed with the project in accordance with the approved application and specifications outlined in this permit and will allow a follow-up inspection.

☐ I disagree with the terms of this permit and I will seek judicial review in district court within 15 days of receipt of this permit. (This box may only be checked if you did not sign an arbitration agreement when you submitted your application.)

☐ I disagree with the terms of this permit and hereby request arbitration. I agree to abide by the arbitration agreement attached to or on the reverse of this form – OR, if an arbitration agreement was signed when the permit application was submitted, I will abide that agreement.

Signature of Applicant: \_\_\_\_\_ Date \_\_\_\_\_



**CA-22-19AP – RONALD BRINKMAN  
NEW APPLICATION**

**SUN RIVER  
BOAT DOCK**

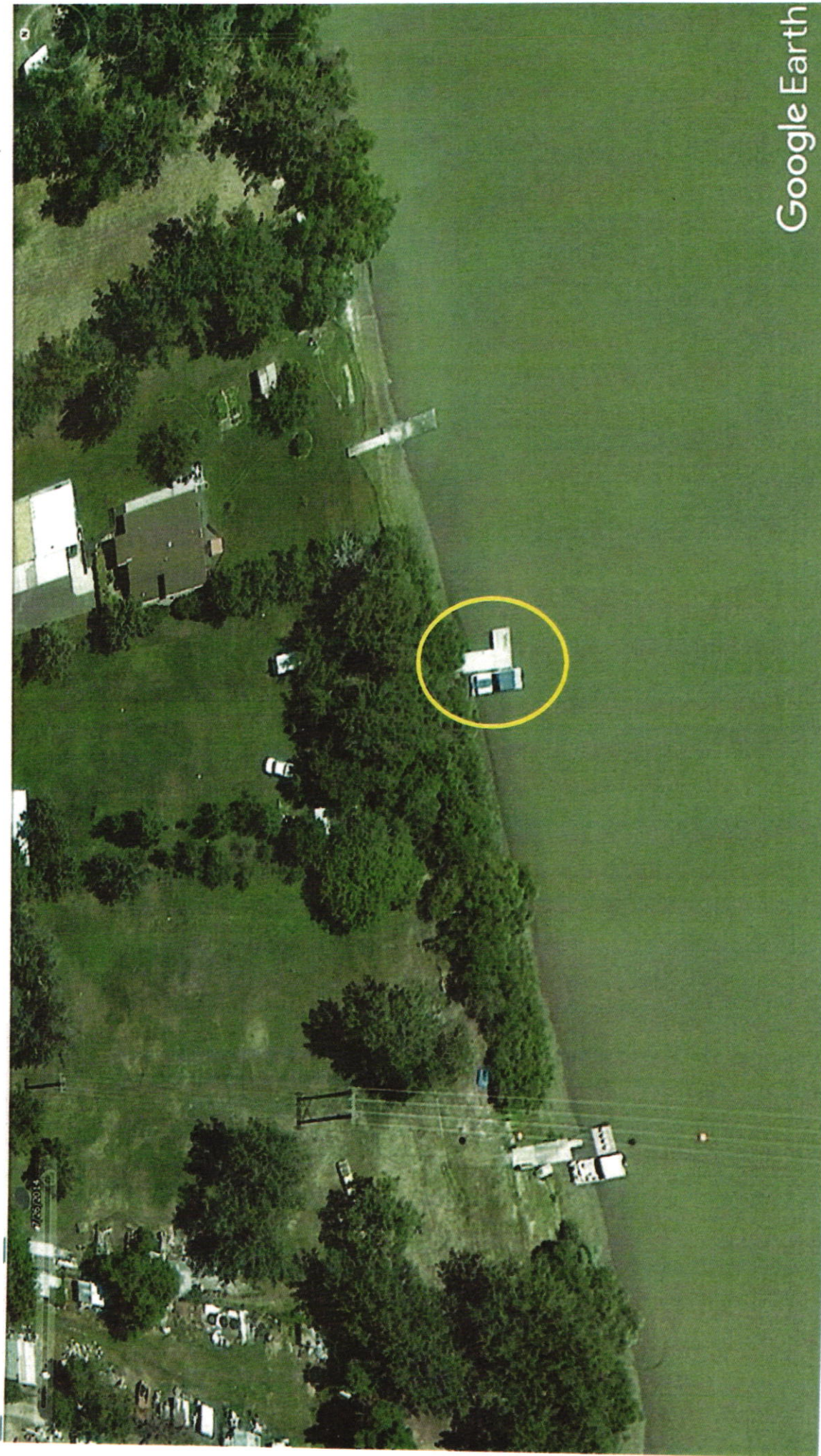
Application is for a boat dock on the Sun River. The dock is an L shaped dock extending 15' into the stream. The dock is anchored with 2" steel posts. There is a ramp that extends from the bank to the dock. The bank is undisturbed and remains in its natural state. The bank gradually slopes up 4'.

**RECOMMENDATION:** Recommend the Cascade County Board of Commissioners approve CA-22-19AP as a 5-year annual plan of operation for the use of a boat dock on the Sun River.











**March 10, 2020**

**Contract 20-22**

**Agenda Action Report**  
*Prepared for the*  
**Cascade County Commission**

**ITEM:** 310 Permit CA-27-19AP  
Chase/Sun River

**INITIATED BY:** Tom Chase, Applicant

**PRESENTED BY:** Tenlee Atchison, Cascade Conservation District

**ACTION REQUIRED:** Approval of Contract 20-22

---

**BACKGROUND:**

Application is for a boat dock on the Sun River. The dock is an I shaped dock extending approximately 15' into the stream. The dock is anchored with 2-inch steel posts. There is a ramp that extends from the bank to the dock. The bank is undisturbed and remains in its natural state.

**EFFECTIVE:** March 10, 2020 – March 10, 2023

**RECOMMENDATION:** Approve Contract 20-22, 310 Permit CA-27-19AP.

**TWO MOTIONS PROVIDED FOR CONSIDERATION:**

**MOTION TO APPROVE:**

Mr. Chairman, I move that the Commission **APPROVE** Contract 20-22, 310 Permit CA-27-19AP as a five-year annual plan of operation for the use of a boat dock on the Sun River.

**MOTION TO DISAPPROVE:**

Mr. Chairman, I move that the Commission **DISAPPROVE** Contract 20-22, 310 Permit CA-27-19AP as a five-year annual plan of operation for the use of a boat dock on the Sun River.



**310 PERMIT  
CONSERVATION DISTRICT'S DECISION**APPLICATION NO. CA-27-19AP  
DECISION DATE \_\_\_\_\_

Notice: THIS AUTHORIZATION DOES NOT GIVE PERMISSION TO CARRY OUT A PROJECT ON LAND THAT IS NOT OWNED BY THE HOLDER OF THIS PERMIT. Landowner permission, easements or other federal, state, or local permits, licenses, special use permits, or authorizations may be required before construction of the project. It is the duty of the holder of this permit to determine which are necessary and obtain them prior to construction of the project.

Name of Applicant TOM CHASEAddress 212 10<sup>TH</sup> AVE SW City GREAT FALLS State MT Zip 59404Perennial Stream SUN RIVER Legal S11, T20N, R03E County CASCADE

Supervisors' Decision (circle):      Approved      Approved w/ Modification      Denied      Not a Project

Explanation:

☐ See attached (if more room is necessary)

**SEE REVERSE SIDE OF THIS FORM FOR FURTHER EXPLANATION, DRAWINGS OR OTHER PERTINENT INFORMATION.**

**Cascade Conservation District – 12 Third Street NW – Suite 300 - Great Falls, MT 59404 – (406) 770-4308**

Permit Expiration Date \_\_\_\_\_ Work may begin on or after: \_\_\_\_\_

Date Transmitted to Applicant and DFWP \_\_\_\_\_

Supervisors' Signatures:

_____	_____
_____	_____
_____	_____

**TO BE COMPLETED BY THE APPLICANT**

Check the appropriate box, sign and return a copy to the district office **within 15 days** of receipt of this permit.

☐ I agree to proceed with the project in accordance with the approved application and specifications outlined in this permit and will allow a follow-up inspection.

☐ I disagree with the terms of this permit and I will seek judicial review in district court within 15 days of receipt of this permit. (This box may only be checked if you did not sign an arbitration agreement when you submitted your application.)

☐ I disagree with the terms of this permit and hereby request arbitration. I agree to abide by the arbitration agreement attached to or on the reverse of this form – OR, if an arbitration agreement was signed when the permit application was submitted, I will abide that agreement.

Signature of Applicant: \_\_\_\_\_ Date \_\_\_\_\_



**CA-27-19AP – TOM CHASE  
NEW APPLICATION**

**SUN RIVER  
BOAT DOCK**

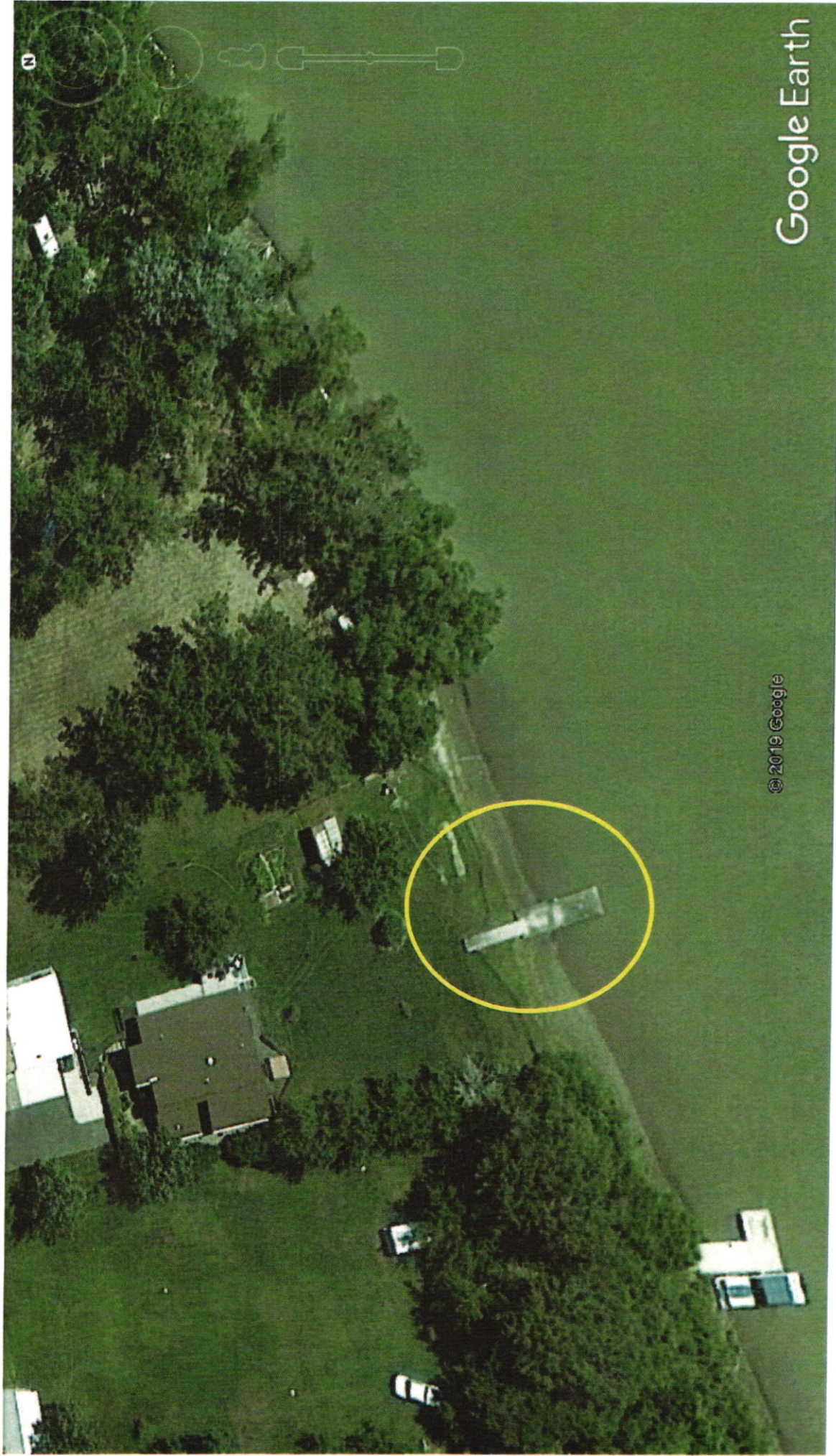
Application is for a boat dock on the Sun River. The dock is an I shaped dock extending approximately 15' into the stream. The dock is anchored with 2-inch steel posts. There is a ramp that extends from the bank to the dock. The bank is undisturbed and remains in its natural state.

**RECOMMENDATION:** Recommend the Cascade County Board of Commissioners approve CA-27-19AP as a 5-year annual plan of operation for the use of a boat dock on the Sun River.









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**March 10, 2020**

**Contract 20-23**

**Agenda Action Report**  
*Prepared for the*  
**Cascade County Commission**

**ITEM:** 310 Permit CA-25-19AP  
Young/Sun River

**INITIATED BY:** Terry Young, Applicant

**PRESENTED BY:** Tenlee Atchison, Cascade Conservation District

**ACTION REQUIRED:** Approval of Contract 20-23

---

**BACKGROUND:**

Application is for a boat dock on the Sun River. The dock is an L shaped dock with an additional arm extending approximately 20' into the stream. The dock is anchored with a cable to a tree on the bank. There is a ramp that extends from the bank to the dock. The bank is undisturbed and remains in its natural state. The bank gradually slopes up at a 10-degree grade.

**EFFECTIVE:** March 10, 2020 – March 10, 2023

**RECOMMENDATION:** Approve Contract 20-23, 310 Permit CA-25-19AP.

**TWO MOTIONS PROVIDED FOR CONSIDERATION:**

**MOTION TO APPROVE:**

Madam Chair, I move that the Commission **APPROVE** Contract 20-23, 310 Permit CA-25-19AP as a five-year annual plan of operation for the use of a boat dock on the Sun River.

**MOTION TO DISAPPROVE:**

Madam Chair, I move that the Commission **DISAPPROVE** Contract 20-23, 310 Permit CA-25-18AP as a five-year annual plan of operation for the use of a boat dock on the Sun River.



**310 PERMIT  
CONSERVATION DISTRICT'S DECISION**APPLICATION NO. CA-25-19AP  
DECISION DATE \_\_\_\_\_

Notice: THIS AUTHORIZATION DOES NOT GIVE PERMISSION TO CARRY OUT A PROJECT ON LAND THAT IS NOT OWNED BY THE HOLDER OF THIS PERMIT. Landowner permission, easements or other federal, state, or local permits, licenses, special use permits, or authorizations may be required before construction of the project. It is the duty of the holder of this permit to determine which are necessary and obtain them prior to construction of the project.

Name of Applicant TERRY YOUNGAddress 808 10<sup>TH</sup> AVE SW City GREAT FALLS State MT Zip 59404Perennial Stream SUN RIVER Legal S11, T20N, R03E County CASCADE

Supervisors' Decision (circle):      Approved      Approved w/ Modification      Denied      Not a Project

Explanation:

☐ See attached (if more room is necessary)

**SEE REVERSE SIDE OF THIS FORM FOR FURTHER EXPLANATION, DRAWINGS OR OTHER PERTINENT INFORMATION.**

**Cascade Conservation District – 12 Third Street NW – Suite 300 - Great Falls, MT 59404 – (406) 770-4308**

Permit Expiration Date \_\_\_\_\_ Work may begin on or after: \_\_\_\_\_

Date Transmitted to Applicant and DFWP \_\_\_\_\_

Supervisors' Signatures:

_____	_____
_____	_____
_____	_____

**TO BE COMPLETED BY THE APPLICANT**

Check the appropriate box, sign and return a copy to the district office **within 15 days** of receipt of this permit.

☐ I agree to proceed with the project in accordance with the approved application and specifications outlined in this permit and will allow a follow-up inspection.

☐ I disagree with the terms of this permit and I will seek judicial review in district court within 15 days of receipt of this permit. (This box may only be checked if you did not sign an arbitration agreement when you submitted your application.)

☐ I disagree with the terms of this permit and hereby request arbitration. I agree to abide by the arbitration agreement attached to or on the reverse of this form – OR, if an arbitration agreement was signed when the permit application was submitted, I will abide that agreement.

Signature of Applicant: \_\_\_\_\_ Date \_\_\_\_\_



**CA-25-19AP – TERRY YOUNG  
NEW APPLICATION**

**SUN RIVER  
BOAT DOCK**

Application is for a boat dock on the Sun River. The dock is an L shaped dock with an additional arm extending approximately 20' into the stream. The dock is anchored with A cable to a tree on the bank . There is a ramp that extends from the bank to the dock. The bank is undisturbed and remains in its natural state. The bank gradually slopes up at a 10-degree grade.

**RECOMMENDATION:** Recommend the Cascade County Board of Commissioners approve CA-25-19AP as a 5-year annual plan of operation for the use of a boat dock on the Sun River.









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**March 10, 2020**

**Contract 20-24**

**Agenda Action Report**  
*Prepared for the*  
**Cascade County Commission**

**ITEM:** 310 Permit CA-28-19AP  
Abel/Sun River

**INITIATED BY:** Gary Abel, Applicant

**PRESENTED BY:** Tenlee Atchison, Cascade Conservation District

**ACTION REQUIRED:** Approval of Contract 20-24

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**BACKGROUND:**

Application is for a boat dock on the Sun River. The dock is an L shaped dock extending approximately 10' into the stream. The dock is anchored with 2-inch steel posts driven into the streambank and attached with a cable. There is a ramp that extends from the bank to the dock. The bank is undisturbed and remains in its natural state.

**EFFECTIVE:** March 10, 2020 – March 10, 2023

**RECOMMENDATION:** Approve Contract 20-24, 310 Permit CA-28-19AP.

**TWO MOTIONS PROVIDED FOR CONSIDERATION:**

**MOTION TO APPROVE:**

Madam Chair, I move that the Commission **APPROVE** Contract 20-24, 310 Permit CA-28-19AP as a five-year annual plan of operation for the use of a boat dock on the Sun River.

**MOTION TO DISAPPROVE:**

Madam Chair, I move that the Commission **DISAPPROVE** Contract 20-24, 310 Permit CA-28-19AP as a five-year annual plan of operation for the use of a boat dock on the Sun River.



**310 PERMIT  
CONSERVATION DISTRICT'S DECISION**APPLICATION NO. CA-29-19AP  
DECISION DATE \_\_\_\_\_

Notice: THIS AUTHORIZATION DOES NOT GIVE PERMISSION TO CARRY OUT A PROJECT ON LAND THAT IS NOT OWNED BY THE HOLDER OF THIS PERMIT. Landowner permission, easements or other federal, state, or local permits, licenses, special use permits, or authorizations may be required before construction of the project. It is the duty of the holder of this permit to determine which are necessary and obtain them prior to construction of the project.

Name of Applicant GARY ABELAddress 622 10<sup>TH</sup> AVE SW City GREAT FALLS State MT Zip 59404Perennial Stream SUN RIVER Legal S11, T20N, R03E County CASCADE

Supervisors' Decision (circle):      Approved      Approved w/ Modification      Denied      Not a Project

Explanation:

☐ See attached (if more room is necessary)

**SEE REVERSE SIDE OF THIS FORM FOR FURTHER EXPLANATION, DRAWINGS OR OTHER PERTINENT INFORMATION.**

**Cascade Conservation District – 12 Third Street NW – Suite 300 - Great Falls, MT 59404 – (406) 770-4308**

Permit Expiration Date \_\_\_\_\_ Work may begin on or after: \_\_\_\_\_

Date Transmitted to Applicant and DFWP \_\_\_\_\_

Supervisors' Signatures:

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**TO BE COMPLETED BY THE APPLICANT**Check the appropriate box, sign and return a copy to the district office **within 15 days** of receipt of this permit.☐ I agree to proceed with the project in accordance with the approved application and specifications outlined in this permit and will allow a follow-up inspection.☐ I disagree with the terms of this permit and I will seek judicial review in district court within 15 days of receipt of this permit. (This box may only be checked if you did not sign an arbitration agreement when you submitted your application.)☐ I disagree with the terms of this permit and hereby request arbitration. I agree to abide by the arbitration agreement attached to or on the reverse of this form – OR, if an arbitration agreement was signed when the permit application was submitted, I will abide that agreement.

Signature of Applicant: \_\_\_\_\_ Date \_\_\_\_\_



**CA-28-19AP – GARY ABEL  
NEW APPLICATION**

**SUN RIVER  
BOAT DOCK**

Application is for a boat dock on the Sun River. The dock is an L shaped dock extending approximately 10' into the stream. The dock is anchored with 2-inch steel posts driven into the streambank and attached with a cable. There is a ramp that extends from the bank to the dock. The bank is undisturbed and remains in its natural state.

**RECOMMENDATION:** Recommend the Cascade County Board of Commissioners approve CA-28-19AP as a 5-year annual plan of operation for the use of a boat dock on the Sun River.









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**March 10, 2020**

**Agenda #1**

**Agenda Action Report**  
*Prepared for the*  
**Cascade County Commission**

**ITEM:** Violent Crime Prevention Task Force  
Interlocal Agreement between Cascade County  
and the City of Great Falls

**INITIATED & PRESENTED BY:** Undersheriff Cory Reeves  
Cascade County Sheriff's Office

**ACTION REQUESTED:** Approval of Contract 20-25

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**BACKGROUND:**

The purpose of this agreement is to establish the Violent Crimes Prevention Task Force to target and dismantle and disrupt criminal organizations with an emphasis on apprehending felony offenders in Cascade County and to clarify the terms and conditions under which the City of Great Falls and Cascade County, through the Great Falls Police Department and Cascade County Sheriff's Office will operate, including but not limited to delineating responsibilities of the Task Force and personnel, planning, equipment and training.

**TERM:** Effective upon signing.  
Termination by either party upon 60 day notice to the other party.

**AMOUNT:** \$0

**RECOMMENDATION:** Approval of Contract 20-25.

**TWO MOTIONS PROVIDED FOR CONSIDERATION:**

**MOTION TO APPROVE:**

Mr. Chairman, I move that the Commission **APPROVE** Contract 20-25, Violent Crime Prevention Task Force Interlocal Agreement between Cascade County and the City of Great Falls.

**MOTION TO DISAPPROVE:**

Mr. Chairman, I move that the Commission **DISAPPROVE** Contract 20-25, Violent Crime Prevention Task Force Interlocal Agreement between Cascade County and the City of Great Falls.



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## INTERLOCAL AGREEMENT

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BETWEEN CASCADE COUNTY AND THE CITY OF GREAT FALLS  
TO ESTABLISH AND OPERATE A VIOLENT CRIME PREVENTION TASK FORCE

**WHEREAS**, the Montana Interlocal Cooperation Act, codified at Mont. Code Ann. § 7-11-101, et seq. (hereinafter, the "Act"), permits local government units to make the most efficient use of their powers by enabling them to cooperate with other local government units on the basis of mutual advantage, and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

**WHEREAS**, the Act provides that public agencies may authorize and approve interlocal agreements with other public agencies to perform any administrative service, activity, or undertaking which such public agencies are otherwise authorized by law to perform; and

**WHEREAS**, Cascade County is a corporate political subdivision of the State of Montana pursuant to Mont. Code Ann §§ 7-1-2101 and 7-1-412 (15) and Mont. Const. Art. XI § 2, and as such is a "public agency", as defined by Mont. Code Ann. §7-11-103; and

**WHEREAS**, the City of Great Falls, a municipality wholly located within Cascade County, is an independent corporate political subdivision of the State of Montana pursuant to Mont. Code Ann. §§ 7-1-4101 and 7-1-4121 (9) 7-1-4121(15), and 7-1-4111 (1) and Article XI sec. § 5, of the Constitution of Montana, and as such is a "public agency," as defined by Mont. Code Ann § 7-11-103;

**WHEREAS**, the Great Falls Police Department (GFPD) as a separate law enforcement agency of the City and the Cascade County Sheriff's Office (CCSO) as a separate law enforcement agency of Cascade County are separately engaged in violent crime prevention within their respective jurisdictions but desire to formalize official collaboration through the establishment of a Violent Crime Prevention Task Force (Task Force) to target and dismantle and disrupt criminal organizations with an emphasis on apprehending felony offenders in Cascade County; and

**WHEREAS**, it is necessary for planning and training, operational, budgetary and liability reasons to articulate the terms of the relationship

between the agencies for the Task Force so as to maximize inter-agency cooperation within the Task Force; and

**WHEREAS**, each governing body finds that the performance of this Agreement is in the best interest of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this Agreement, and

**WHEREAS**, Cascade County and the City of Great Falls believe it to be in their best interest and desire and intend to be bound under the terms and conditions set forth herein;

**NOW, THEREFORE**, pursuant to the Montana Interlocal Cooperation Act, and in consideration of the mutual covenants set forth herein, the receipt and sufficiency of which are hereby acknowledged, Cascade County and the City of Great Falls hereby agree as follows:

1. Incorporation of Recitals.

The Recitals set forth above are incorporated into and shall constitute a material part of this Interlocal Agreement ("Agreement").

2. Purpose of Agreement.

The purpose of this Agreement is to establish the Violent Crimes Prevention Task Force to target and dismantle and disrupt criminal organizations with an emphasis on apprehending felony offenders in Cascade County and to clarify the terms and conditions under which the City of Great Falls and Cascade County, through the Great Falls Police Department and Cascade County Sheriff's Office will operate, including but not limited to delineating responsibilities of the Task Force and personnel, planning, equipment and training.

3. Term and Duration of the Agreement.

This Agreement shall be immediately effective upon its execution by the duly authorized representatives of Cascade County and the City of Great Falls. This Agreement shall continue in full force and effect until terminated as set forth in Section 14 herein.

4. Personnel and Equipment.

Cascade County shall retain and have exclusive title, responsibility, and control over all existing County employees and County vehicles and other



County assets utilized by the Cascade County Sheriff's Office in its performance of this Agreement. Similarly, the City of Great Falls shall have exclusive title, responsibility and control over all City employees and City vehicles and City assets utilized by the Great Falls Police Department in its performance of this Agreement. The parties shall bear all costs and expenses related to their labor-force including but not limited to wages, worker's compensation, retirement system contributions and other employee benefits. The parties shall bear all costs and expenses related to the acquisition, maintenance, repair and replacement of assets the parties utilize in the performance of their duties under this Agreement.

5. Consideration and Financing.

No funds will be transferred between Cascade County and the City of Great Falls in conjunction with this Agreement, as the good and valuable consideration is satisfied by the mutual assumptions of obligations herein.

6. Creation of Legal Entity.

This Agreement does not create a separate legal entity.

7. Supervision.

Overall management of the Violent Crime Prevention Task Force shall be the shared responsibilities of the participating agencies. Each participating agency will have a voice as a management team for the Task Force with the host agency, CCSO, being the Lead. Participants of the management team shall include the CCSO and GFPD Command Staff Teams. The ranking CCSO Detective assigned to the Task Force shall serve as the Operations Supervisor and shall oversee the day to day operational and investigative functions of the Task Force. In the event of a disagreement among the management team for the Task Force, the Cascade County Sheriff shall be the final leadership authority.

Task Force personnel will be subject to the laws, regulations, policies and personnel rules applicable to their respective agencies. Task Force personnel will continue to report to their respective agency heads for non-investigative administrative matters not detailed in this Agreement. The applicable agency of the retains the discretion to remove and/or reassign any of its agency member(s) from the Task Force.

8. Task Force Reports, Task Force Investigations and Evidence.

All investigations will be prepared in compliance with state law, the City and County Attorney's directives and in accordance with the United States Attorney General's guidelines when appropriate. All Task Force investigative reports will be maintained by the CCSO consistent with state law and CCSO record management, retention and process.

All evidence and original recordings acquired during Task Force investigations will be maintained by the CCSO and retained and/or disposed under applicable law.

9. Vehicles

Vehicles operated by GFPD and CCSO will be insured by the City of Great Falls and Cascade County, respectively in the ordinary course of operations, with all typical coverages and shall be maintained and repaired by the entity that owns the vehicle in accordance with that parties' maintenance policy. Each party is responsible for own respective fuel costs, deductibles for damage resulting from use and/or operation thereof, etc.

10. Forfeitures

The intent of the Task Force is to target, dismantle and/or disrupt criminal organizations with an emphasis on apprehending felony offenders in Cascade County. Should this Task Force during an investigation discover and seize quantities of narcotics and/or drug related assets, it is the prerogative of the Task Force to refer such narcotics and/or drug related assets to the Russell Country Drug Task Force (HIDTA) pursuant to the terms of the current HIDTA Agreement. All other asset forfeiture opportunities that are not subject to the HIDTA Agreement shall be distributed on an equal financial basis between the County and City of Great Falls.

11. Deputization

Deputization is required for each GFPD law enforcement officer assigned to the Task Force for the purposes of enforcing the laws under the jurisdiction of the CCSO when a violation of law or regulation occurs outside the jurisdiction of the City of Great Falls or when Task Force members are requested to respond to situations that involve a crime resulting in an immediate threat outside the City limits of Great Falls, Montana. Such deputization shall conform with Montana law and the Sheriff's deputization practices.

12. Liability and Indemnity.

The City of Great Falls assumes all risk of and, subject to the limitations of Mont. Code Ann. § 2-9-108, shall indemnify and hold harmless Cascade



County for any claims, or legal actions for personal injury to or death of any person, or damage to or destruction of property of anyone, including County, resulting directly or indirectly, from the City of Great Falls' actions hereunder and as deputized, excepting such claims or legal actions which are caused by the negligence of Cascade County.

Cascade County assumes all risk of and, subject to the limitations of Mont. Code Ann. § 2-9-108, shall indemnify and hold harmless the City of Great Falls for any claims, or legal actions for personal injury to or death of any person, or damage to or destruction of property of anyone, including County, resulting directly or indirectly, from Cascade County's actions hereunder and as deputized, excepting such claims or legal actions which are caused by the negligence of the City of Great Falls.

13. Compliance with Laws.

The parties agree that in the actions undertaken pursuant to this Agreement, shall comply with all applicable state and federal laws, regulations, and municipal ordinances including, but not limited to, all workers' compensation laws, all environmental laws including, but not limited to, open meetings and public records laws, privacy laws, all applicable City, County, and State building and electrical codes, the Americans with Disabilities Act, and all non-discrimination statutes and regulations.

14. Amendments.

Except as otherwise expressly provided herein, this Agreement may not be amended except by a written Agreement of the undersigned parties, in conformance with the requirements of the Montana Interlocal Cooperation Act, codified at Title 7, Chapter 11, Part 1, Mont. Code Ann.

15. Jurisdiction, Venue, Costs and Fees.

This Agreement shall be interpreted and enforced pursuant to Montana law. In the event of litigation concerning this Agreement, venue shall be proper in the Eighth Judicial District Court, Cascade County, Montana. The parties in any action brought to enforce this Agreement shall bear their own costs and attorney fees.

16. Termination.

This Agreement may be terminated by either party upon sixty (60) days' notice to the other party.

17. Administration.

Any administration necessitated by this Agreement shall be performed by Cascade County.

18. Contacts.

The contacts for this Agreement shall be:

- a. Cascade County Sheriff  
3800 Ulm North Frontage Road  
Great Falls, MT 59404
- b. City of Great Falls Chief of Police  
P.O. Box 5021  
Great Falls, MT 59403

19. Severability.

If any term of this Agreement should hereafter be declared or become void or unenforceable by judicial decree or operation of law, all other terms of this Agreement shall continue to be effective unless the void or unenforceable term tends to materially defeat the manifest intent and purpose of this Agreement.

20. Merger.

This Agreement constitutes the entire Agreement of the undersigned parties with respect to matters addressed herein and supersedes any and all previous agreements or representations, if any, between the parties, except as stated herein.

21. Construction.

In the event of any ambiguity or imprecision in regard to the construction of the provisions of this Agreement, such ambiguity or imprecision shall not, as a matter of course, be construed against any of the undersigned entities. All provisions of this Agreement shall be construed to affect the manifest intent and purpose of this Agreement. If any provision of this Agreement is held unenforceable or invalid, then such provision shall be modified, by an amendment, to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

22. Assignment and Authority.

Neither party may assign, transfer, or convey any right or obligation set forth in this Agreement without the prior written consent of the other party. The undersigned represent that they have authority to enter into this Agreement.



23. Time is of the Essence.

Time is of the essence in the performance of all parties' obligations and duties under this Agreement.

24. Assent.

Pursuant to Mont. Code Ann. § 7-11-104, the undersigned Cascade County and the City of Great Falls, hereby authorize, approve, and execute the terms of this Agreement.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

CITY OF GREAT FALLS,  
MONTANA

\_\_\_\_\_  
Bob Kelly, Mayor

ATTEST:

(Seal of the City)

\_\_\_\_\_  
Lisa Kunz, City Clerk

\*APPROVED AS TO FORM:

By \_\_\_\_\_  
Sara R. Sexe, City Attorney

\*By law, the City Attorney may only advise or approve contract or legal document language on behalf of the City of Great Falls, and not on behalf of other parties. Review and approval of this document was conducted solely from the legal perspective, and for the benefit, of the City of Great Falls. Other parties should not rely on this approval and should seek review and approval by their own respective counsel.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

BOARD OF COUNTY COMMISSIONERS  
CASCADE COUNTY, MONTANA

\_\_\_\_\_  
James L. Larson, Chairman

\_\_\_\_\_  
Jane Weber, Commissioner

\_\_\_\_\_  
Joe Briggs, Commissioner

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Jesse Slaughter, Cascade County Sheriff/Coroner

ATTESTED this \_\_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
Cascade County Clerk & Recorder

\* APPROVED AS TO FORM:  
Josh Racki, County Attorney

\_\_\_\_\_  
DEPUTY COUNTY ATTORNEY

\* THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.



March 10, 2020

Agenda # 2

**Agenda Action Report**  
*Prepared for the*  
**Cascade County Commission**

<b>ITEM</b>	<b>Commission action regarding Planning Board proposed Map and Text Amendments to the Cascade County Zoning Regulations</b>
<b>INITIATED BY</b>	<b>Cascade County Commission - Planning Staff</b>
<b>ACTION REQUESTED</b>	<b>County Commission Initiation of Map and Text Amendments for Planning Board consideration and Recommendation</b>
<b>PRESENTED BY</b>	<b>Sandor Hopkins, Interim Planning Director</b>

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**BACKGROUND:** NorthWestern Energy (Northwestern Corporation) and Susteen, Inc have proposed a lease agreement regarding the historic Rainbow Powerhouse and the potential development of a blockchain model data center. Planning staff was approached regarding development requirements for the facility in early 2020, and identified several items of concern on preliminary review.

1. Properties along the northern side of the Missouri River, including those containing the active hydroelectric Black Eagle and Rainbow power sites are zoned "Open Space." This zoning designation is contrary to the dominant use of the land, a power generating facility regulated by the Federal Energy Regulatory Commission, and the local jurisdiction.
2. The proposed Data Center use is not captured by the current Cascade County Zoning Regulations. This would be allowable in the Heavy Industrial District, however is not called out in any other district, where it may be suitable.
3. Northwestern Energy has conducted several extensive upgrades to the facility in the past, however failed to follow the standard permitting process, which would have likely been impeded by the current zoning designation. It is anticipated that future upgrades to Rainbow or Cochrane Dams could be impeded by the current zoning designation.

In the interest of resolving the outstanding zoning issue with the Rainbow Dam Powerplant, and facilitating the establishment of an emerging modern land-use, and in coordination with the Cascade County Commission, the Planning Department, and the Attorney's Office, the following recommendation is presented for the Board's consideration.

**MOTION PROVIDED FOR CONSIDERATION:**

"I move that the Cascade County Commission request the Cascade County Planning Board review and provide a recommendation regarding a proposed Map Amendment to the Cascade County Zoning Regulations to rezone, from Open Space to Agricultural, the properties identified by the following reference numbers:

Parcel # 0002697050	Geocode: 02-3139-26-1-01-01-0000
Parcel # 0002697100	Geocode: 02-3139-26-3-02-01-0000
Parcel # 0002697200	Geocode: 02-3139-26-3-01-01-0000
Parcel # 0002698250	Geocode: 02-3139-27-4-01-02-0000

Parcel #0002716450	Geocode: 02-3139-35-2-02-01-0000
Parcel #0002714950	Geocode: 02-3139-34-1-01-01-0000
Parcel #0002698225	Geocode: 02-3139-27-2-03-01-0000
Parcel #0002698200	Geocode: 02-3139-27-4-01-01-0000
Parcel #0002699300	Geocode: 02-3139-28-3-03-01-0000
Parcel #0002713650	Geocode: 02-3139-33-1-01-01-0000
Parcel #0002695950	Geocode: 02-3139-25-1-01-01-0000
Parcel #0002694950	Geocode: 02-3139-24-4-04-01-0000
Parcel #0002733900	Geocode: 02-3140-30-2-02-01-0000
Parcel #0002733300	Geocode: 02-3140-19-3-01-01-0000

And for the Cascade County Planning Board to review and provide a recommendation regarding a proposed Text Amendment to the Cascade County Zoning Regulations, to § 2 to include the following definition:

“Data Center: A facility hosting a large group of networked computer servers typically used by organizations for the remote storage, processing, or distribution of large amounts of data.”

And for the Cascade County Planning Board to review and provide a recommendation regarding a proposed Text Amendment to the Cascade County Zoning Regulations, to § 18.1 to include the following:

“(14) Data Center.””

Attachments: Map Exhibit



**BEFORE THE BOARD OF CASCADE COUNTY COMMISSIONERS**

**IN THE MATTER OF A RESOLUTION FOR  
PLANNING BOARD CONSIDERATION OF  
MAP AND TEXT AMENDMENTS TO THE  
CASCADE COUNTY ZONING REGULATIONS**

**RESOLUTION 20-07**

**WHEREAS**, under the provision of Title 76, Chapter 2, Part 2, Montana Code Annotated, the Board of Commissioners is authorized to adopt zoning regulations; and

**WHEREAS**, a Zoning District and Regulations therefore was created by Resolution passed by the Board of County Commissioners on April 26, 2005, as documented as Resolution #05-018, on file in the Office of the Clerk and Recorder of Cascade County; and

**WHEREAS**, NorthWestern Energy (Northwestern Corporation) and Susteen, Inc. have proposed a lease agreement regarding the historic Rainbow Powerhouse and the potential development of a blockchain model data center (Data Center); and

**WHEREAS**, Planning staff was approached regarding development requirements for the Facility in early 2020, and identified several items of concern on preliminary review; and

**WHEREAS**, one such concern is that properties along the northern side of the Missouri River, including those containing the active hydroelectric Black Eagle and Rainbow power sites are zoned "Open Space", such designation being contrary to the dominant use of the land, a power generating facility regulated by the Federal Energy Regulatory Commission, and the local jurisdiction; and

**WHEREAS**, another concern is that the proposed Data Center use is not captured by the current Cascade County Zoning Regulations, which therefore makes such use allowable in the Heavy Industrial District, but not in any other district, where it may be suitable; and

**WHEREAS**, Northwestern Energy has conducted several extensive upgrades to the facility in the past, however failed to follow the standard permitting process, which would have likely been impeded by the current zoning designation and it is anticipated that future upgrades to either the Rainbow or Cochrane Dams could be impeded by the current zoning designation; and

**WHEREAS**, the Board of Cascade County Commissioners, being made aware of the foregoing concerns and is interested in resolving the outstanding zoning issue with the Rainbow Dam Powerplant, and facilitating the establishment of an emerging modern land-use; and

**WHEREAS**, in accordance with MCA § 76-2-204, and the Cascade County Zoning Regulations § 14, the Board of County Commissioners shall require the County Planning Board to act as a zoning commission to recommend boundaries and appropriate regulations for the various zoning districts.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of County Commissioners do hereby request the Cascade County Planning Board review and provide a recommendation regarding

1. A proposed Map Amendment to the Cascade County Zoning Regulations to rezone, from Open Space to Agricultural, to include, at a minimum, the properties identified by the following reference numbers:

Parcel # 0002697050	Geocode: 02-3139-26-1-01-01-0000
Parcel # 0002697100	Geocode: 02-3139-26-3-02-01-0000
Parcel # 0002697200	Geocode: 02-3139-26-3-01-01-0000
Parcel # 0002698250	Geocode: 02-3139-27-4-01-02-0000
Parcel # 0002716450	Geocode: 02-3139-35-2-02-01-0000
Parcel # 0002714950	Geocode: 02-3139-34-1-01-01-0000
Parcel # 0002698225	Geocode: 02-3139-27-2-03-01-0000
Parcel # 0002698200	Geocode: 02-3139-27-4-01-01-0000
Parcel # 0002699300	Geocode: 02-3139-28-3-03-01-0000
Parcel # 0002713650	Geocode: 02-3139-33-1-01-01-0000
Parcel # 0002695950	Geocode: 02-3139-25-1-01-01-0000
Parcel # 0002694950	Geocode: 02-3139-24-4-04-01-0000
Parcel # 0002733900	Geocode: 02-3140-30-2-02-01-0000
Parcel # 0002733300	Geocode: 02-3140-19-3-01-01-0000

2. A proposed Text Amendment to the Cascade County Zoning Regulations, to § 2 to include a Data Center definition, such as:

Data Center: A facility hosting a large group of networked computer servers typically used by organizations for the remote storage, processing, or distribution of large amounts of data.

3. A recommendation regarding a proposed Text Amendment to the Cascade County Zoning Regulations, to § 18.1 to include Data Center.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2020.

BOARD OF COUNTY COMMISSIONERS  
CASCADE COUNTY, MONTANA

\_\_\_\_\_  
James L. Larson, Chairman

\_\_\_\_\_  
Jane Weber, Commissioner

\_\_\_\_\_  
Joe Briggs, Commissioner



**Attest**

On this \_\_\_\_ day of \_\_\_\_\_, 2020, I hereby attest the above-written signatures of the Board of Cascade County Commissioners.

\_\_\_\_\_  
Rina Fontana Moore, Cascade County Clerk and Recorder

\* APPROVED AS TO FORM:  
Josh Racki, County Attorney

\_\_\_\_\_  
DEPUTY COUNTY ATTORNEY

\* THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.